

## **EXHIBIT “A”**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK  
POUGHKEEPSIE DIVISION

-----X

In re:

Case No. 19-35910-cgm

**Daniel Lowe,**

Chapter 7

**HON. CECELIA G. MORRIS**

Debtor(s).

-----X

**RULE 55 OF THE FEDERAL RULES OF CIVIL PROCEDURE AFFIDAVIT**

As attorney for movant admitted to practice before this Court, I represent that upon information and belief, the debtor is not an infant, incompetent, or in the military.

Dated: June 17, 2019

By: /s/ Barbara Whipple  
Barbara Whipple, Esq.  
Attorney for Secured Creditor

## **EXHIBIT “B”**

At Part IAS of the Supreme Court of the State of New York, held in and for the County of PUTNAM at the Courthouse, 20 County Center, Carmel, NY 10512, on the 25<sup>th</sup> day of February, 2019.

*Thomas P. Zusibe*  
P R E S E N T: Honorable Janet C. Malone, J.S.C.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF PUTNAM

DOCUMENT # 5500056

02/05/2019 03:02:26 P.M.  
LIBER # PAGE  
RECEIPT: 3576 FEE: \$1.00  
Michael C. Bartolotti  
PUTNAM COUNTY CLERK

-----X  
U.S. BANK NATIONAL ASSOCIATION AS  
TRUSTEE FOR SPECIALTY UNDERWRITING  
AND RESIDENTIAL FINANCE TRUST  
MORTGAGE LOAN ASSET-BACKED  
CERTIFICATES SERIES 2007-AB1,

INDEX NO.: 1580/2015

**ORDER CONFIRMING REFEREE  
REPORT AND JUDGMENT OF  
FORECLOSURE AND SALE**

Plaintiff,

MORTGAGED PROPERTY:  
19 MELNICK ROAD LAKE  
PEEKSKILL, NY 10537

vs.

COUNTY: PUTNAM

DANIEL R. LOWE A/K/A DANIEL LOWE;  
CHANDRA P. LOWE A/K/A CHANDRA LOWE;  
MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.; WILMINGTON FINANCE, INC.;  
UNITED STATES OF AMERICA - INTERNAL  
REVENUE SERVICE; DISCOVER BANK; BANK OF  
AMERICA, N.A. F/K/A FIA CARD SERVICES, N.A.;  
CHASE BANK USA, NATIONAL ASSOCIATION;  
MARK LOWE; NICOLAS LOWE,

SBL#: Section 91.26, Block 1, Lot 47

Defendants.  
-----X

UPON reading the Summons, Complaint and Notice of Pendency filed in this action on August 7, 2015, the Notice of Motion dated January 17, 2019, the affirmation of Matthew Rothstein, Esq. and the exhibits annexed thereto, and upon the affidavit of merit and amount due by Daphne Proctor who is Document Execution Specialist of Nationstar Mortgage LLC, duly



sworn to on January 20, 2016; together with the exhibits attached thereto, all in support of Plaintiff's motion for a Judgment of Foreclosure and Sale; and

UPON proof that each of the Defendants herein have been duly served with the Summons and Complaint in this action, and has voluntarily appeared either personally or by their respective attorneys or have not served any answer to the Complaint or otherwise appeared, nor had their time to so do extended; and Plaintiff having established to the court's satisfaction that judgment against the defendants is warranted;

UPON the affidavit of mailing reflecting compliance with CPLR 3215(g)(3)(iii); and

UPON proof that non-appearing defendants are not absent, in accordance with RPAPL §1321(2);

A Referee had been appointed to compute the amount due to the Plaintiff upon the bond/note and mortgage set forth in the Complaint, and to examine whether the mortgaged property can be sold in parcels; and

UPON reading and filing the Report of Frank D. Lombardi dated November 26, 2018, showing the sum of \$434,787.74 due as of August 31, 2018 and that the mortgaged property cannot be sold in parcels; and

UPON proof of due notice of this application upon all parties entitled to receive same, and upon all of the prior proceedings and papers filed herein;

NOW, on motion by Matthew Rothstein, Esq., attorney for the Plaintiff, it is hereby

ORDERED, ADJUDGED AND DECREED that the motion is granted; and it is further



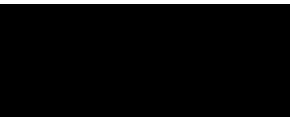
ORDERED, ADJUDGED AND DECREED that the Referee's Report be, and the same is, hereby in all respects ratified and confirmed; and it is further

ORDERED, ADJUDGED AND DECREED that the mortgaged property described in the Complaint in this action and as hereafter described, or such part thereof as may be sufficient to discharge the mortgage debt, the expenses of the sale, and the costs of this action as provided by the RPAPL be sold, within 90 days from the date of this Judgment, in one parcel, at public auction at the <sup>10AM</sup> Putnam County Courthouse, 20 County Center, Carmel, New York <sup>10512</sup> by and under the direction of Frank D. Lombardi, who is hereby appointed Referee for that purpose; that said Referee give public notice of the time and place of sale in accordance with RPAPL §231 in The Putnam County Press; and it is further

ORDERED, ADJUDGED AND DECREED that by accepting this appointment the Referee certifies that he/she is in compliance with Part 36 of the Rules of the Chief Judge (22 NYCRR Part 36), including, but not limited to §36.2(c) ("Disqualifications from appointment"), and §36.2(d) ("Limitations on appointments based upon compensation"); and, if the Referee is disqualified from receiving an appointment pursuant to the provisions of that Rule, the Referee shall immediately notify the Appointing Judge; and it is further

ORDERED, ADJUDGED AND DECREED that the Referee is prohibited from accepting or retaining any funds for him/herself or paying funds to him/herself without compliance with Part 36 of the Rules of the Chief Administrative Judge; and it is further

ORDERED, ADJUDGED AND DECREED that the Referee shall conduct the foreclosure sale only if Plaintiff, its successors and/or assignees, or its representative is present at




the sale or the Referee has received a written bid and Terms of Sale from Plaintiff, its successors and/or assigns, or its representative; and it is further

ORDERED, ADJUDGED AND DECREED that if the Referee does not conduct the sale within 90 days of the date of the judgment, in accordance with CPLR 2004, the time fixed by RPAPL §1351(1) is extended for the Referee to conduct the sale as soon as reasonably practicable; and it is further

ORDERED, ADJUDGED AND DECREED that at the time of sale the Referee shall accept a written bid from the Plaintiff or the Plaintiff's attorney, just as though Plaintiff were physically present to submit said bid; and it is further

ORDERED, ADJUDGED AND DECREED that the Referee shall accept the highest bid offered by a bidder who shall be identified upon the court record, and shall require that the successful bidder immediately execute Terms of Sale for the purchase of the property, and pay to the Referee, in cash or certified or bank check, ten percent (10%) of the sum bid, unless the successful bidder is the Plaintiff in which case no deposit against the purchase price shall be required; and it is further

ORDERED, ADJUDGED AND DECREED that in the event the first successful bidder fails to execute the Terms of Sale immediately following the bidding upon the subject property or fails to immediately pay the ten percent (10%) deposit as required, the property shall immediately and on the same day be reoffered at auction; and it is further



ORDERED, ADJUDGED AND DECREED that the Referee shall then deposit the down payment and proceeds of sale, as necessary, in Referee's I.O.L.A. account in his/her own name as Referee, in accordance with CPLR 2609; and it is further

*[Handwritten signature]*  
*OTC*

ORDERED, ADJUDGED AND DECREED that after the property is sold the Referee shall execute a deed to the purchaser, in accordance with RPAPL §1353 and the terms of sale, which shall be deemed a binding contract; and it is further

ORDERED, ADJUDGED AND DECREED that in the event a party other than the Plaintiff becomes the purchaser at the sale, the closing of title shall be had thirty (30) days after the date of such sale unless otherwise stipulated by all parties to the sale; and it is further

ORDERED, ADJUDGED, AND DECREED that if the Plaintiff (or its affiliate, as defined in paragraph (a) of subdivision 1 of section six-l of the Banking Law) is the purchaser, such party shall place the property back on the market for sale or other occupancy: (a) within one hundred eighty (180) days of the execution of the deed of sale, or (b) within ninety (90) days of completion of construction, renovation, or rehabilitation of the property, provided that such construction, renovation, or rehabilitation proceeded diligently to completion, whichever comes first, provided however, a court of competent jurisdiction may grant an extension for good cause; and it is further

ORDERED, ADJUDGED, AND DECREED that the Referee, on receiving the proceeds of such sale, shall forthwith pay therefrom, in accordance with their priority according to law, all taxes, assessments, sewer rents, or water rates, which are, or may become, liens on the property





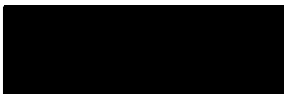
at the time of sale, with such interest or penalties which may have lawfully accrued thereon to the date of payment; and it is further

ORDERED, ADJUDGED, AND DECREED, that the Referee then deposit the balance of said proceeds of sale in her/his own name as Referee in Referee's I.O.L.A. account, and shall thereafter make the following payments in accordance with RPAPL §1354, as follows:

FIRST: The Referee's statutory fees for conducting the sale, in accordance with CPLR 8003(b), not to exceed <sup>750</sup>~~500~~.00 unless the property sells for \$50,000.00 or more -OR- in the event a sale was cancelled or postponed, Plaintiff shall compensate the Referee in the sum of \$ 250.00 <sup>with less than 24 hours notice</sup> for each adjournment or cancellation, unless the Referee caused the delay;

SECOND: All taxes, assessments and water rates that are liens upon the property and monies necessary to redeem the property from any sales for unpaid taxes, assessments, or water rates that have not apparently become absolute, and any other amounts due in accordance with RPAPL §1354(2). Purchaser shall be responsible for interest and penalties due on any real property taxes accruing after the sale. The Referee shall not be held responsible for the payment of penalties or fees pursuant to this appointment. The Purchaser shall hold the Referee harmless from any such penalties or fees assessed;

THIRD: The expenses of the sale and the advertising expenses as shown on the bills presented and certified by said Referee to be correct, duplicate copies of which shall be annexed to the report of sale;



*[Handwritten signature]*  
JSC

FOURTH: The Referee shall then pay to the Plaintiff or its attorney the following:

Amount Due per Referee's Report: \$434,787.74 with interest at the note rate from August 31, 2018, together with any advances together with any advances as provided for in the note and mortgage which Plaintiff has made for taxes, insurance, principal, and interest, and any other charges due to prior mortgages or to maintain the property pending consummation of this foreclosure sale, not previously included in the computation, upon presentation of receipts for said expenditures to the Referee, all together with interest thereon pursuant to the note and mortgage, and then with interest from the date of entry of this judgment at the statutory rate until the date the deed is transferred;

Costs and Disbursements: \$ 2395.00 adjudged to the Plaintiff for costs and disbursements in this action, with interest at the statutory judgment rate from the date of entry of this judgment;

Additional Allowance: \$ 0.00 is hereby awarded to the Plaintiff in addition to costs, with interest at the statutory judgment rate from the date of entry of this judgment, pursuant to CPLR Article 83;

Attorney Fees: \$ 2,500.00 is hereby awarded to the Plaintiff as reasonable legal fees herein, with interest at the statutory rate from the date of entry of this judgment;

JSK

JSK

JSK

COSTS TAXED AT \$ 2395.00

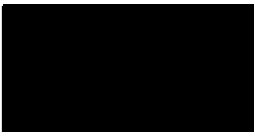


*deposited with the  
Putnam County Commissioner  
of Finance*  
*JSC*

FIFTH: Surplus monies arising from the sale shall be paid into court by the officer conducting the sale within five days after receipt in accordance with RPAPL §1354(4) and in accordance with local County rules regarding Surplus Monies; and it is further

ORDERED, ADJUDGED AND DECREED that if the Plaintiff is the purchaser of the property, or in the event that the rights of the purchasers at such sale and the terms of sale under this judgment shall be assigned to and be acquired by the Plaintiff, and a valid assignment thereof is filed with said Referee, said Referee shall not require the Plaintiff to pay in cash the entire amount bid at said sale, but shall execute and deliver to the Plaintiff or its assignee, a deed or deeds of the property sold upon the payment to said Referee of the amounts specified in items marked "First", "Second", and "Third" above; that the Referee shall allow the Plaintiff to pay the amounts specified in "Second" and "Third" above when it is recording the deed; that the balance of the bid, after deducting the amounts paid by the Plaintiff, shall be applied to the amount due Plaintiff as specified in paragraph "Fourth" above; that if there is a surplus after applying the balance of the bid, the Plaintiff shall pay that amount to the Referee, who shall deposit it in accordance with paragraph "Fifth" above; and it is further

ORDERED, ADJUDGED AND DECREED that all expenses of recording the Referee's deed, including real property transfer tax, which is not a lien upon the property at the time of sale, shall be paid by the purchaser, not by the Referee from sale proceeds; and that any transfer tax shall be paid in accordance with Tax Law §1404; and it is further




ORDERED, ADJUDGED AND DECREED that if the sale proceeds distributed in accordance with paragraphs "First," "Second," "Third" and "Fourth" above are insufficient to pay Plaintiff the Amount Due per the Referee's Report as set forth in paragraph "Fourth" above, Plaintiff may seek to recover a deficiency judgment against DANIEL R. LOWE A/K/A DANIEL LOWE in accordance with RPAPL §1371 if permitted by law; and it is further

ORDERED, ADJUDGED, AND DECREED that the mortgaged property is to be sold in one parcel in "as is" physical order and condition, subject to any state of facts that an inspection of the property would disclose; any state of facts that an accurate survey of the property would show; any covenants, restrictions, declarations, reservations, easements, right of way, and public utility agreements of record, if any; any building and zoning ordinances of the municipality in which the mortgaged property is located and possible violations of same; any rights of tenants or persons in possession of the subject property; prior liens of record, if any, except those liens addressed in RPAPL §1354; any equity of redemption of the United States of America to redeem the property within 120 days from the date of sale; and any rights pursuant to CPLR §317, §2003 and §5015 or any appeal of the underlying action or additional litigation brought by any defendant or its successor or assignee contesting the validity of this foreclosure; and it is further

ORDERED, ADJUDGED AND DECREED that the purchaser be let into possession of the property on production of the Referee's Deed or upon personal service of the Referee's deed in accordance with CPLR §308; and it is further

ORDERED, ADJUDGED AND DECREED that the Defendants in this action and all persons claiming through them and any person obtaining an interest in the property after the



filing of the Notice of Pendency are barred, and foreclosed of all right, claim, lien, title, and interest in the property after the sale of the mortgaged property; and it is further

ORDERED, ADJUDGED AND DECREED that within thirty days after completing the sale and executing the proper conveyance to the purchaser, unless the time is extended by the court, the officer making the sale shall file with the clerk a report under oath of the disposition of the proceeds of the sale in accordance with RPAPL §1355(1) and follow all local County rules regarding handling of Surplus Monies; and it is further

ORDERED ADJUDGED AND DECREED that if the purchaser or purchasers at said sale default(s) upon the bid and/or the terms of sale the Referee may place the property for resale without prior application to the Court unless the Plaintiff's attorneys shall elect to make such application; and it is further

ORDERED, ADJUDGED AND DECREED that Plaintiff shall serve a copy of this Judgment with Notice of Entry upon the owner of the equity of redemption, any tenants named in this action, and any other parties or persons entitled to service, including the Referee appointed herein; and it is further

ORDERED, ADJUDGED AND DECREED that nothing herein shall be deemed to relieve Plaintiff of any obligation imposed by RPAPL §1307 and RPAPL §1308 to secure and maintain the property until such time as ownership of the property has been transferred and the deed duly recorded; and it is further

ORDERED, ADJUDGED AND DECREED that when the Referee files a report of sale, he or she shall concurrently file a Foreclosure Actions Surplus Monies Form; and it is further



ORDERED, ADJUDGED AND DECREED that to ensure compliance herewith, Plaintiff shall file a written report with the court within <sup>the</sup> ~~six~~ months from the date of entry of this judgment stating whether the sale has occurred and the outcome thereof.

*IF report not filed by May 28, 2019, an appearance will be required on that date.*

Said property is commonly known as 19 MELNICK ROAD, LAKE PEEKSKILL, NY 10537. The legal description of the mortgaged property referred to herein is annexed hereto as Schedule "A".

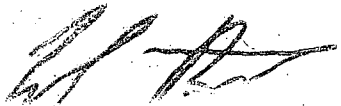
DATED: February 25, 2019

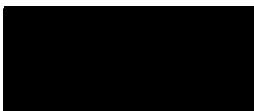
ENTER:

  
J.S.C.

*Hon. Thomas P. Zusi*

ENTERED: MARCH 5, 2019

  
MICHAEL C. BARTOLOTTI - Clerk



SCHEDULE A - LEGAL DESCRIPTION

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING IN THE TOWN OF PUTNAM VALLEY, COUNTY OF PUTNAM AND STATE OF NEW YORK, KNOWN AND DESIGNATED AS AND BY LOTS NOS. 66, 67, 68, 69, 70 AND 71 IN BLOCK 28 ON A CERTAIN MAP ENTITLED, "LAKE PEEKSKILL SECTION C, OWNED AND DEVELOPED BY MCGOLURICK REALTY CO., INC., 225 WEST 34TH STREET, NEW YORK, SURVEYED BY HUDSON VALLEY ENGINEERING CO., INC., PEEKSKILL AND CARMEL, N.Y., APRIL 1929" AND FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF PUTNAM, STATE OF NEW YORK, ON MAY 28TH 1929 UNDER FILE NO. 185B, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY SIDE OF MATHES STREET AND THE EASTERLY LINE OF LOT NO. 65 AS SHOWN ON THE AFORESAID FILED MAP; RUNNING THENCE ALONG SAID SOUTHERLY LINE OF MATHES STREET IN A GENERAL EASTERLY DIRECTION ON A CURVE TO THE LEFT HAVING A RADIUS OF 116.50 FEET A DISTANCE OF 46.57 FEET TO A POINT STILL ON THE SOUTHERLY LINE OF MATHES STREET:

CONTINUING THENCE ALONG SAME ON A CURVE TO THE RIGHT HAVING A RADIUS OF 331.50 FEET TO A DISTANCE OF 77.63 FEET TO A POINT STILL ON THE SOUTHERLY LINE OF MATHES STREET:

CONTINUING THENCE ALONG SAME NORTH 73 DEGREES 31 MINUTES EAST 21.37 FEET PER SURVEY (20.77 FEET PER FILED MAP) TO A POINT STILL ON THE SOUTHERLY LINE OF MATHES STREET; RUNNING THENCE IN A GENERAL SOUTHEASTERLY DIRECTION ON A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET A DISTANCE OF 29.81 FEET TO A POINT ON THE WESTERLY SIDE OF MAE PLACE (NOW KNOWN AS MELNICK PLACE); RUNNING THENCE ALONG SAME, SOUTH 7 DEGREES 23 MINUTES WEST, 80.68 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 72 AS SHOWN ON THE AFORESAID FILED MAP; RUNNING THENCE ALONG SAME, SOUTH 89 DEGREES 22 MINUTES WEST, 104.34 FEET TO A POINT ON THE WESTERLY LINE AT LOT 72 AS SHOWN ON THE AFORESAID FILED MAP; RUNNING THENCE ALONG SAME AND ALONG THE WESTERLY LINE OF LOT 73, DUE SOUTH 40.01 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 79 AS SHOWN ON THE AFORESAID FILED MAP; RUNNING THENCE ALONG SAME AND ALONG THE NORTHERLY LINE OF LOT 80, SOUTH 89 DEGREES 22 MINUTES WEST 40.00 FEET TO A POINT ON THE EASTERLY LINE OF LOT 65 AS SHOWN ON THE AFORESAID FILED MAP; RUNNING THENCE ALONG SAME, DUE NORTH 86.71 FEET TO A POINT STILL ON THE EASTERLY LINE OF LOT 65, SAID POINT BEING THE POINT AND PLACE OF BEGINNING.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF PUTNAM

-----X  
U.S. BANK NATIONAL ASSOCIATION AS  
TRUSTEE FOR SPECIALTY UNDERWRITING  
AND RESIDENTIAL FINANCE TRUST  
MORTGAGE LOAN ASSET-BACKED  
CERTIFICATES SERIES 2007-AB1,

Plaintiff,

vs.

INDEX NO.: 1580/2015

**COSTS TO PLAINTIFF**

MORTGAGED PROPERTY:  
19 MELNICK ROAD LAKE  
PEEKSKILL, NY 10537

COUNTY: PUTNAM

DANIEL R. LOWE A/K/A DANIEL LOWE;  
CHANDRA P. LOWE A/K/A CHANDRA LOWE;  
MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.; WILMINGTON FINANCE, INC.;  
UNITED STATES OF AMERICA - INTERNAL  
REVENUE SERVICE; DISCOVER BANK; BANK OF  
AMERICA, N.A. F/K/A FIA CARD SERVICES, N.A.;  
CHASE BANK USA, NATIONAL ASSOCIATION;  
MARK LOWE; NICOLAS LOWE,

Defendants.  
-----X

SBL#: Section 91.26, Block 1, Lot 47

**COSTS**

Costs before Note of Issue - CPLR 8201(1) .....	\$200.00
Allowance by statute - CPLR 8302(a)(b) .....	\$150.00
First \$200.00 at 10% .....	\$20.00
Next \$800.00 at 5% .....	\$40.00
Next \$2000.00 at 2% .....	\$40.00
Next \$5000.00 at 1% .....	\$50.00

Additional allowance - CPLR 8302(d) ..... \$50.00

**FEES AND DISBURSEMENTS**

Fee for index number - .....	CPLR 8018(a)	\$400.00
Referee's fee to compute, per order of the court - ...	CPLR 8003(a)	\$250.00
Paid for searches - .....	CPLR 8301(a)(10)	\$75.00

COSTS TAXED AT \$ 2395.00





Serving copy of Summons and Complaint - .....	CPLR 8301(d)	\$1,050.00
Request for judicial intervention .....	CPLR 8020(a)	\$95.00
Clerk's fee for filing of Notice of Pendency - .....	CPLR 8021(a)(10)	\$35.00
Motion fees - .....	CPLR 8020(a)	\$90.00

**Total .....** **\$2,395.00**


**ATTORNEY'S AFFIRMATION**

The undersigned, Matthew Rothstein, Esq., pursuant to CPLR 2106 and under penalties of perjury affirms as follows:

That he is the attorney of record for the Plaintiff in the above captioned action; that the foregoing disbursements have been incurred in this action and are reasonable in amount and that the copies of documents or papers as charged herein were actually and necessarily obtained for use.

Dated: January 17, 2019  
Westbury, NY

**RAS BORISKIN, LLC**

  
By: Matthew Rothstein, Esq.  
*Attorneys for Plaintiff*  
900 Merchants Concourse, Suite 310  
Westbury, NY 11590

COSTS TAXED AT \$ 2395.00





**PROVEST**

4520 SEEDLING CIRCLE  
TAMPA, FL 33614-2400

8/11/2015

Phone: 813-877-2844 Email: accounts\_receivable@provest.us

**INVOICE**

**INVOICE NUMBER:**

**4372495**

CUSTOMER	BILLING INFORMATION
RAS BORISKIN, LLC	FILE NUMBER: [REDACTED]
900 Merchants Concourse	MAIN DEFENDANT: DANIEL R LOWE
Westbury, NY 11590	PLAINTIFF: NATIONSTAR MORTGAGE LLC AS
	COUNTY: Putnam
	COURT CASE NUMBER:
	FILE TYPE: Advanced Fee
LISA SOAVE, ESQUIRE	DOCUMENT TYPE: NOTICE OF PENDENCY AND,

STATUS DATE	DESCRIPTION	TAX	CHARGE	TOTAL
		\$0.00	\$0.00	\$0.00

**MISCELLANEOUS CHARGES**

ADVANCE NOTICE OF PENENDCY FEE \$35.00

Advanced Index Number Fee \$400.00

TOTAL MISC. CHARGE \$435.00

SUBTOTAL: \$0.00  
TOTAL EXTRA CHARGES: \$435.00  
PREPAID:  
TOTAL: \$435.00

PLEASE REMIT PAYMENT TO:  
PROVEST - FLORIDA  
PO BOX 919415  
ORLANDO, FL 32891-9415

# PROVEST

4520 SEEDLING CIRCLE  
TAMPA, FL 33614-2400

08/27/2015

Phone: 813-877-2844 Email: accounts\_receivable@provest.us

## INVOICE

INVOICE NUMBER: [REDACTED]

CUSTOMER	BILLING INFORMATION
GRAS BORISKEIN, LLC 900 MERCHANTS CONCOURSE WESTBURY, NY 11590 SARA BORISKEIN	FILE NUMBER: [REDACTED] MAIN DEFENDANT: DANIEL R. LOWE A/K/A DANIEL LOWE PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR SPECIALTY UNDERWRITING AND RESIDENTIAL FINANCE TRUST MORTGAGE LOAN ASSET-BACKED CERTIFICATES SERIES 2007-AB1 PUTNAM COUNTY: PUTNAM

STATUS DATE	DESCRIPTION	TAX	CHARGE	TOTAL
DANIEL R. LOWE A/K/A DANIEL LOWE				
08/19/2015	PENDING	\$0.00	\$0.00	\$0.00
08/20/2015	ATTEMPTING SERVICE - RUSH - 1st Address	\$0.00	\$75.00	\$75.00
08/20/2015	INVESTIGATION	\$0.00	\$35.00	\$35.00
08/21/2015	SUITABLE SERVICE	\$0.00	\$0.00	\$0.00
08/21/2015	LOCATED ADDRESS	\$0.00	\$0.00	\$0.00
08/27/2015	3215 MAILING SENT	\$0.00	\$0.00	\$0.00
08/27/2015	CANCELLED PER CLIENT	\$0.00	\$0.00	\$0.00
08/27/2015	CANCELLED PER CLIENT	\$0.00	\$0.00	\$0.00
CHANDRA P. LOWE A/K/A CHANDRA LOWE				
08/19/2015	PENDING	\$0.00	\$0.00	\$0.00
08/20/2015	INVESTIGATION	\$0.00	\$35.00	\$35.00
08/20/2015	ATTEMPTING SERVICE - RUSH - 1st Address	\$0.00	\$75.00	\$75.00
08/21/2015	SUITABLE SERVICE	\$0.00	\$0.00	\$0.00
08/21/2015	LOCATED ADDRESS	\$0.00	\$0.00	\$0.00
08/27/2015	3215 MAILING SENT	\$0.00	\$0.00	\$0.00
08/27/2015	CANCELLED PER CLIENT	\$0.00	\$0.00	\$0.00
08/27/2015	CANCELLED PER CLIENT	\$0.00	\$0.00	\$0.00
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.				
08/19/2015	PENDING	\$0.00	\$0.00	\$0.00
08/20/2015	ATTEMPTING SERVICE - 1st Address	\$0.00	\$75.00	\$75.00
08/21/2015	SERVED AWAIT RETURN	\$0.00	\$0.00	\$0.00
08/21/2015	COMPLETE	\$0.00	\$0.00	\$0.00
08/27/2015	CANCELLED PER CLIENT	\$0.00	\$0.00	\$0.00
WILMINGTON FINANCE, INC.				
08/19/2015	PENDING	\$0.00	\$0.00	\$0.00
08/20/2015	ATTEMPTING SERVICE - 1st Address	\$0.00	\$75.00	\$75.00
08/21/2015	SERVED AWAIT RETURN	\$0.00	\$0.00	\$0.00
08/21/2015	COMPLETE	\$0.00	\$0.00	\$0.00
08/27/2015	CANCELLED PER CLIENT	\$0.00	\$0.00	\$0.00
UNITED STATES OF AMERICA - INTERNAL REVENUE SERVICE				
08/19/2015	PENDING	\$0.00	\$0.00	\$0.00
08/20/2015	ATTEMPTING SERVICE - 1st Address	\$0.00	\$75.00	\$75.00
08/21/2015	SERVED AWAIT RETURN	\$0.00	\$0.00	\$0.00
08/21/2015	COMPLETE	\$0.00	\$0.00	\$0.00
08/27/2015	CANCELLED PER CLIENT	\$0.00	\$0.00	\$0.00
DISCOVER BANK				
08/19/2015	PENDING	\$0.00	\$0.00	\$0.00

# PROVEST

4520 SEEDLING CIRCLE  
TAMPA, FL 33614-2400

Phone: 813-877-2844 Email: [accounts\\_receivable@provest.us](mailto:accounts_receivable@provest.us)

08/27/2015

## INVOICE

INVOICE NUMBER: XXXXXXXXXX

08/20/2015	ATTEMPTING SERVICE - 1st Address	\$0.00	\$75.00	\$75.00
08/21/2015	SERVED AWAIT RETURN	\$0.00	\$0.00	\$0.00
08/21/2015	COMPLETE	\$0.00	\$0.00	\$0.00
08/27/2015	CANCELLED PER CLIENT	\$0.00	\$0.00	\$0.00
<b>BANK OF AMERICA, N.A. FKA FIA CARD SERVICES, N.A.</b>				
08/19/2015	PENDING	\$0.00	\$0.00	\$0.00
08/20/2015	ATTEMPTING SERVICE - 1st Address	\$0.00	\$75.00	\$75.00
08/21/2015	SERVED AWAIT RETURN	\$0.00	\$0.00	\$0.00
08/21/2015	COMPLETE	\$0.00	\$0.00	\$0.00
08/27/2015	CANCELLED PER CLIENT	\$0.00	\$0.00	\$0.00
<b>CHASE BANK USA NATIONAL ASSOCIATION</b>				
08/19/2015	PENDING	\$0.00	\$0.00	\$0.00
08/20/2015	ATTEMPTING SERVICE - 1st Address	\$0.00	\$75.00	\$75.00
08/21/2015	SERVED AWAIT RETURN	\$0.00	\$0.00	\$0.00
08/21/2015	COMPLETE	\$0.00	\$0.00	\$0.00
08/27/2015	CANCELLED PER CLIENT	\$0.00	\$0.00	\$0.00
<b>ANY AND ALL OCCUPANTS</b>				
08/27/2015	TENANT NOTICE MAILED	\$0.00	\$20.00	\$20.00
08/27/2015	CANCELLED PER CLIENT	\$0.00	\$0.00	\$0.00
<b>MARK LOWE AS JOHN DOE #1</b>				
08/20/2015	ATTEMPTING SERVICE - 1st Address	\$0.00	\$75.00	\$75.00
08/21/2015	SERVICE COMPLETE	\$0.00	\$0.00	\$0.00
08/27/2015	TENANT NOTICE MAILED	\$0.00	\$20.00	\$20.00
08/27/2015	CANCELLED PER CLIENT	\$0.00	\$0.00	\$0.00
<b>NICOLAS LOWE AS JOHN DOE #2</b>				
08/20/2015	ATTEMPTING SERVICE - 1st Address	\$0.00	\$75.00	\$75.00
08/21/2015	SUITABLE SERVICE	\$0.00	\$0.00	\$0.00
08/27/2015	TENANT NOTICE MAILED	\$0.00	\$20.00	\$20.00
08/27/2015	CANCELLED PER CLIENT	\$0.00	\$0.00	\$0.00
<b>MISCELLANEOUS CHARGES</b>			<b>SUBTOTAL</b>	<b>\$880.00</b>
FILING AFFIDAVITS	\$50.00		<b>TOTAL EXTRA CHARGES:</b>	<b>\$170.00</b>
NOTICE SERVED	\$120.00		<b>PREPAID:</b>	<b>\$0.00</b>
<b>TOTAL MISC. CHARGES:</b>		<b>\$170.00</b>	<b>TOTAL:</b>	<b>\$1,050.00</b>

PLEASE REMIT PAYMENT TO:

PROVEST LLC

PO BOX 919415

ORLANDO, FL 32891-9415

# INVOICE

## SOLUTIONSTAR SETTLEMENT SERVICES

420 ROUSER RD.

BUILDING 3

CORAOPOLIS PA 15108

PHONE: (888) 852-5380

FAX: (000) 000-0000

Date	10/15/2015
Invoice #	
Sub No.	

Ras Boriskin, LLC
Title
900 Merchants Concourse
Suite LL-13
Westbury NY 11590
SUBSCRIBER FAX NO:

GENERATED BY: LBOLANOS

Re
LOWEDANIEL
19 MELNICK RD
LAKE PEEKSKILL NY 10537
County
PUTNAM

Order Number	Order Date	Deal Number	Invoice Number	Invoice Date	Invoice Amount
	10/09/2015			10/15/2015	\$75.00

Product	Comment
NY Gap Continuation Search	RAS BORISKIN, LLC

PLEASE REMIT PAYMENT TO:  
SOLUTIONSTAR SETTLEMENT SERVICES  
PO BOX 3484 ATTN: ACCTG DEPARTMENT  
COPELL, TX 75019

Ras Boriskin, LLC
Title
900 Merchants Concourse
Suite LL-13
Westbury NY 11590
SUBSCRIBER FAX NO:

GENERATED BY: LBOLANOS

Re
LOWEDANIEL
19 MELNICK RD
LAKE PEEKSKILL NY 10537
County
PUTNAM

Order Number	Order Date	Deal Number	Invoice Number	Invoice Date	Invoice Amount
	10/09/2015			10/15/2015	\$75.00

Product	Comment
NY Gap Continuation Search	RAS BORISKIN, LLC

1028576561

2867656

15607

Payee: Frank D. Lombardi, Esq.

11/19/2018

90806

Date	Reference	Description	Amount
11/19/2018	*FL [REDACTED] Pin [REDACTED]	REF [REDACTED] LOWE, DANIEL	250.00

RAS Boriskin, LLC OPERATING ACCOUNT

Check Total: 250.00

Payee: Frank D. Lombardi, Esq.

11/19/2018

90806

Date	Reference	Description	Amount
11/19/2018	[REDACTED]	[REDACTED] LOWE, DANIEL	250.00

RAS Boriskin, LLC OPERATING ACCOUNT

Check Total: 250.00

**RIA'S**  
**BORISKIN**  
LAW OFFICES

OPERATING ACCOUNT  
900 Merchants' Concourse, Suite 310  
Westbury, NY 11590

Date 11/19/2018

90806  
63-8413/2670

\*\*\*250.00\*\*

\*\*\*\*\*Two hundred fifty and 00/100 USD\*\*\*\*\*

PAY TO THE Frank D. Lombardi, Esq.  
ORDER OF 13 Maple Hill Drive

Mahopac NY 10541

JPMorgan Chase Bank, N.A.  
Miami, FL

AUTHORIZED SIGNATURE

Memo



## **EXHIBIT “C”**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
IN RE:

CASE NO.: 19-35910-cgm  
CHAPTER 7

Daniel Lowe,  
Debtor.

-----X

RELIEF FROM STAY - REAL ESTATE AND  
COOPERATIVE APARTMENTS

I, Chastity Wilson - Assistant Secretary

<NAME AND TITLE> OF

NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER AS SERVICER FOR U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR SPECIALTY UNDERWRITING AND RESIDENTIAL FINANCE TRUST MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2007-AB1  
(HEREINAFTER, "MOVANT"), HEREBY DECLARE (OR CERTIFY, VERIFY, OR STATE):

**BACKGROUND INFORMATION**

1. REAL PROPERTY OR COOPERATIVE APARTMENT ADDRESS WHICH IS THE SUBJECT OF THIS  
MOTION: 19 Melnick Road, Lake Peekskill, NY 10537

2. LENDER NAME: NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER AS SERVICER FOR U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR SPECIALTY UNDERWRITING AND RESIDENTIAL FINANCE TRUST MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2007-AB1

3. DATE OF MORTGAGE <MM/DD/YYYY>: 10/27/2006

4. POST-PETITION PAYMENT ADDRESS: Nationstar Mortgage LLC, d/b/a Mr. Cooper, Attn: Bankruptcy Dept., PO Box 619094, Dallas, TX 75261-9741

**DEBT/VALUE REPRESENTATIONS**

5. TOTAL PRE-PETITION AND POST-PETITION INDEBTEDNESS OF DEBTOR(S) TO MOVANT AT THE TIME OF  
FILING THE MOTION: \$462,981.10

(Note: this amount may not be relied on as a "payoff" quotation.)

6. MOVANT'S ESTIMATED MARKET VALUE OF THE REAL PROPERTY OR COOPERATIVE APARTMENT:  
\$251,900.00



7. SOURCE OF ESTIMATED VALUATION:  
County Tax Assessor

**STATUS OF DEBT AS OF  
THE PETITION DATE**

8. TOTAL PRE-PETITION INDEBTEDNESS OF DEBTOR(S) TO MOVANT AS OF PETITION FILING DATE:  
\$ 462,981.10

- A. AMOUNT OF PRINCIPAL: \$246,706.02  
B. AMOUNT OF INTEREST: \$21,408.40  
C. AMOUNT OF ESCROW (TAXES AND INSURANCE): \$39,864.51  
D. AMOUNT OF FORCED PLACED INSURANCE EXPENDED BY MOVANT: \$ \_\_\_\_\_  
E. AMOUNT OF ATTORNEYS' FEES BILLED TO DEBTOR(S) PRE-PETITION: \$ \_\_\_\_\_  
F. AMOUNT OF PRE-PETITION LATE FEES, IF ANY, BILLED TO DEBTOR(S): \$ \_\_\_\_\_

THE PRE-PETITION DEFAULT AMOUNT IS \$82,939.29 BASED UPON 43 MISSED PAYMENTS IN THE AMOUNT OF \$1,537.02; 7 MISSED PAYMENTS IN THE AMOUNT OF \$2,135.43; 1 MISSED PAYMENTS IN THE AMOUNT OF \$1,899.42

9. CONTRACTUAL INTEREST RATE: 2.0 % (If interest rate is (or was) adjustable, please list the rate(s) and date(s) the rate(s) was/were in effect on a separate sheet and attach the sheet as an exhibit to this form; please list the exhibit number here: \_\_\_\_.)

10. PLEASE EXPLAIN ANY ADDITIONAL PRE-PETITION FEES, CHARGES OR AMOUNTS CHARGED TO DEBTOR'S/DEBTORS' ACCOUNT AND NOT LISTED ABOVE: Corporate Advances \$154,962.17

(If additional space is needed, please list the amounts on a separate sheet and attach the sheet as an exhibit to this form; please list the exhibit number here: \_\_\_\_.)

**AMOUNT OF ALLEGED POST-PETITION DEFAULT  
(AS OF 06/03/2019)**

11. DATE LAST PAYMENT WAS RECEIVED: 03/12/2015

12. ALLEGED TOTAL NUMBER OF PAYMENTS DUE POST-PETITION FROM FILING OF PETITION THROUGH PAYMENT DUE ON 06/01/2019: 1

13. PLEASE LIST ALL POST-PETITION PAYMENTS ALLEGED TO BE IN DEFAULT:

ALLEGED PAYMENT DUE DATE	ALLEGED AMOUNT DUE	AMOUNT RECEIVED	AMOUNT APPLIED TO PRINCIPAL	AMOUNT APPLIED TO INTEREST	AMOUNT APPLIED TO ESCROW	LATE FEE CHARGED (IF ANY)
06/01/2019	\$1,899.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS:	\$1,899.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

14. AMOUNT OF MOVANT'S ATTORNEYS' FEES BILLED TO DEBTOR FOR THE PREPARATION, FILING AND PROSECUTION OF THIS MOTION: \$931.00

15. AMOUNT OF MOVANT'S FILING FEE FOR THIS MOTION: \$ 181.00

16. OTHER ATTORNEYS' FEES BILLED TO DEBTOR POST-PETITION: \$750.00

17. AMOUNT OF MOVANT'S POST-PETITION INSPECTION FEES: \$0.00

18. AMOUNT OF MOVANT'S POST-PETITION APPRAISAL/BROKER'S PRICE OPINION: \$0.00

19. AMOUNT OF FORCED PLACED INSURANCE OR INSURANCE PROVIDED BY THE MOVANT POST-PETITION:  
\$0.00

20. SUM HELD IN SUSPENSE BY MOVANT IN CONNECTION WITH THIS CONTRACT, IF APPLICABLE:  
\$0.00

21. AMOUNT OF OTHER POST-PETITION ADVANCES OR CHARGES, FOR EXAMPLE TAXES, INSURANCE INCURRED BY DEBTOR ETC.: \$0.00

**REQUIRED ATTACHMENTS TO MOTION**

Please attach the following documents to this motion and indicate the exhibit number associated with the documents.

- (1) Copies of documents that indicate Movant's interest in the subject property. For purposes of example only, a complete and legible copy of the promissory note or other debt instrument together with a complete and legible copy of the mortgage and any assignments in the chain from the original mortgagee to the current moving party. (Exhibit A.)
- (2) Copies of documents establishing proof of standing to bring this Motion. (Exhibit A.)
- (3) Copies of documents establishing that Movant's interest in the real property or cooperative apartment was perfected. For the purposes of example only, a complete and legible copy of the Financing Statement (UCC-1) filed with either the Clerk's Office or the Register of the county the property or cooperative apartment is located in. (Exhibit A.)

**CERTIFICATION FOR BUSINESS RECORDS**

I CERTIFY THAT THE INFORMATION PROVIDED IN THIS FORM AND/OR ANY EXHIBITS ATTACHED TO THIS FORM (OTHER THAN THE TRANSACTIONAL DOCUMENTS ATTACHED AS REQUIRED BY PARAGRAPHS 1, 2 AND 3, IMMEDIATELY ABOVE) IS DERIVED FROM RECORDS THAT WERE MADE AT OR NEAR THE TIME OF THE OCCURRENCE OF THE MATTERS SET FORTH BY, OR FROM INFORMATION TRANSMITTED BY, A PERSON WITH KNOWLEDGE OF THOSE MATTERS, WERE KEPT IN THE COURSE OF THE REGULARLY CONDUCTED ACTIVITY; AND WERE MADE BY THE REGULARLY CONDUCTED ACTIVITY AS A REGULAR PRACTICE.

---

I FURTHER CERTIFY THAT COPIES OF ANY TRANSACTIONAL DOCUMENTS ATTACHED TO THIS FORM AS REQUIRED BY PARAGRAPHS 1, 2 AND 3, IMMEDIATELY ABOVE, ARE TRUE AND ACCURATE COPIES OF THE ORIGINAL DOCUMENTS. I FURTHER CERTIFY THAT THE ORIGINAL DOCUMENTS ARE IN MOVANT'S POSSESSION, EXCEPT AS FOLLOWS:

**DECLARATION**

I, Chastity Wilson - Assistant Secretary  
<NAME AND TITLE> OF

NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER AS SERVICER FOR U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR SPECIALTY UNDERWRITING AND RESIDENTIAL FINANCE TRUST MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2007-AB1, HEREBY DECLARE (OR CERTIFY, VERIFY, OR STATE) PURSUANT TO 28 U.S.C. SECTION 1746 UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT BASED ON PERSONAL KNOWLEDGE OF THE MOVANT'S BOOKS AND BUSINESS RECORDS.

EXECUTED AT Lewisville <CITY/TOWN>, TX <STATE> ON THIS 13 DAY  
OF June <MONTH>, 2019 <YEAR>.

Chastity Wilson

<PRINT NAME>

Chastity Wilson  
Assistant Secretary of Nationstar Mortgage LLC  
d/b/a Mr. Cooper  
Affiant

<TITLE>  
Nationstar Mortgage LLC d/b/a Mr. Cooper  
Attn: Bankruptcy Dept  
8950 Cypress Waters Blvd  
Coppell, Texas 75019

## **EXHIBIT “D”**

19 Melnick Pl	210 1 Family Res	BAS STAR	41854	0	0	48,070
Lowe Daniel & Chandra	Putnam Valley C 372803	65,300	COUNTY TAXABLE VALUE	251,900		
19 Melnick Pl	10300000030290000000	251,900	TOWN TAXABLE VALUE	251,900		
Lake Peekskill, NY 10537	0009600001120000000009 70		SCHOOL TAXABLE VALUE	203,830		
	103-3-29		FD014 Fire district	251,900 TO		
	FRNT 96.00 DPTH 112.00		IP001 Lake peek.imp	251,900 TO		
	EAST-0661923 NRTH-0911604					
	DEED BOOK 1722 PG-227					
	FULL MARKET VALUE	251,900				

[REDACTED]

[illegible][illegible]

\* \* \* \* \*